



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: National Claims Services, Inc.

File: B-260385

Date: August 14, 1995

DIGEST

The carrier that packed and transported a service member's household goods is not liable for the loss of a second camera when the descriptive inventory mentions only a "camera," the member acknowledges he received one camera, and the member did not provide a specific statement about the loss based on his or another witness' personal knowledge of the tender and loss.

DECISION

The National Claims Services, Inc., on behalf of Stark Van Lines, requests that we review our settlement affirming the Army's set off of \$225 to recover for the transit loss of a Canon camera in a service member's household shipment.¹ The parties ask us to determine whether the service member offered sufficient evidence of his tender of the camera (the second in the shipment) to Stark for transit. We do not believe that the record contains sufficient evidence of tender of more than one camera, and we reverse the prior settlements.

The record indicates that Stark transported the service member's household goods from Ohio to New York in October 1991. Item 253 of the Descriptive Inventory indicated that Stark moved a camera and a light which it packed in a 3.1 cubic feet carton. The member agrees that Stark did deliver a camera and a light, but he claims that Stark did not deliver a second camera, a Canon camera, that his mother (Ms. Rife) had purchased as a gift for him in December 1990. In support of his claim, Ms. Rife, who was his representative at origin, told an Army Claims Service official in a telephone conversation that two cameras were "suppose to be" in the carton; that the Canon camera was "habitually" in her son's room; and that nothing was left in the room after the move. The service member also signed a standard claim form stating that certain listed items (including the Canon camera) were

¹The shipment moved under personal property government bill of lading VP-158,926 involving Todd A. Rife.

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missing at delivery; that he owned or used them prior to the move; and that he checked all rooms after the carrier packed his goods and nothing remained behind. The member did not present a sales receipt or similar evidence of ownership.

To hold a carrier liable for the loss of a household item, the shipper must establish a prima facie case of carrier liability; the first element of such a case is proof that the shipper tendered the lost property to the carrier. The burden then shifts to the carrier to prove that it was not liable for the loss. Cartwright Van Lines, B-241850.2, Oct. 21, 1991.

The record does not contain sufficient evidence that the service member tendered the Canon camera. Preliminarily, we disagree with the carrier that its use of the word "camera" in its singular form on the inventory determines that the shipper tendered only one camera; shippers are not bound by the carrier's labeling decisions. Id. However, this situation allowed Stark to request evidence from the service member showing that he tendered more than one camera. Apart from Ms. Rife's statement, we are not aware of evidence supporting the service member's claim. The content of Ms. Rife's statement does not meet the standards set forth in our decisions.

The decision cited by the Army Claims Service to support its settlement, Aalmode Transportation Corp., B-240350, Dec. 18, 1990, is indicative of decisions in which we discussed proof of the tender of an item to a carrier. When a carrier questions the tender of an item, the shipper must present at least some substantive evidence of tender beyond his claim and the acknowledgement on it of the penalties for filing a false claim. The shipper should provide a statement by him or another appropriate witness of personal knowledge of the circumstances surrounding the tender of the item to the carrier and a specific statement concerning the loss. With regard to the loss, we noted in Aalmode that the shipper did not offer any evidence which proved that he purchased or owned the item involved; e.g., a sales receipt, a cancelled check or a credit card receipt. Moreover, in Aalmode, we held that a standard claim form explanation of the circumstances surrounding tender, like the one described above, was insufficient.

Our finding is supported by the Army's own regulations and policy concerning the substantiation of loss for purposes of filing a claim against the government under 31 U.S.C. § 3721. Under Army Regulation 27-20, Claims, para. 11-8 (Feb. 28, 1990), the claimant is responsible for substantiating ownership or possession, the fact of loss or damage, and the value of property, especially for expensive items. Department of the Army Pamphlet 27-162, Claims, para. 2-41 (Dec. 15, 1989), states that a claimant normally should provide a purchase receipt or similar evidence when more than \$100 is claimed on an item and to show ownership when claiming missing items that normally are listed on the inventory.

Here, the standard claim form statement should not be considered because Ms. Rife, not the service member, was at origin. In our view, the content of Ms. Rife's statement is comparable to that in the standard claim form which we considered insufficient in Aalmode. In the absence of more specific detail, we reverse both our prior settlement and the Army's settlement.

/s/Seymour Efros
for Robert P. Murphy
General Counsel
August 15, 1995